

FISHING PLATFORM TRANSFER DEED

between

The Broads Authority

and

(1) The Broads Angling Services Group

(2) Northumbrian Water Ltd.

(3) Rollesby Parish Council

This Transfer Deed is dated

Parties

- (1) The Broads Authority of Yare House, 62-64 Thorpe Road, Norwich, NR1 1RY (**Transferor**)
- (2) The Broads Angling Services Group of Unit 1, Main Road, North Burlingham Norwich, Norfolk, NR13 4TA (**Transferee**)
- (3) Northumbrian Water Ltd. (trading as Essex and Suffolk Water) of Northumbria House, Abbey Road, Durham, Pity Me, DH1 5FJ (**Essex and Suffolk Water**)
- (4) Rollesby Parish Council of 31 Mill Lane, Acle NR13 3BJ (**Rollesby Parish Council**)

(the Transferee, Essex and Suffolk Water and Rollesby Parish Council are collectively referred to as the Partners)

BACKGROUND

- (A) The Transferor owns the Assets which it built pursuant to a partnership agreement with Essex and Suffolk Water.
- (B) The Transferor and Transferee have agreed to the transfer of the Assets to the Transferee.
- (C) The Partners accept and agree to the transfer of the Assets.
- (D) The Trinity Broads are owned by Essex and Suffolk Water and management is delivered by Norfolk Wildlife Trust. The works and management plan are set and agreed by the Trinity Broads Partnership and Environment Agency – making up a Project Board. The Project Board is in favour of the asset transfer and the Trinity Broads Management Plan will be amended to reflect this.

Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in this deed

Assets: the fishing platforms described in Schedule 1.

Encumbrance: any interest or equity of any person.

Losses: includes all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses).

Transfer Date: date of this deed.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this deed.
- 1.3 References to clauses and Schedules are to the clauses of and Schedules to this deed.
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules and Annexes.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Agreement to transfer

- 2.1 On the Transfer Date, the Transferor and Transferee agree that responsibility for the Assets shall transfer to, and vest in the Transferee.
- 2.2 On the terms of this deed the Transferor shall transfer what right, title and interest it has in the Assets to the Transferee on the Transfer Date subject to any Encumbrances and the Transferee hereby accepts the Assets on the same basis.

3. Acknowledgements

- 3.1 The Transferee acknowledges that it has had the opportunity to inspect the Assets prior to the date of this deed and enters in this deed in full knowledge of the matters apparent from the inspection.
- 3.2 The Partners agree and accept the transfer of the Assets from the Transferor to the Transferee upon the terms and conditions of this deed.
- 3.3 The Transferor shall at no time be obliged to replace, repair or maintain the Assets or any part of it.

4. Risk

Title and risk in the Assets shall pass to the Transferee from the Transfer Date.

5. Obligations of the Transferee

The Transferee shall be responsible for all outgoings in respect of the Assets which are attributable in whole or in part to the period after the Transfer Date and will indemnify the Transferor against all Losses incurred by the Transferor in respect of the same.

6. Assignment

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this deed.

7. Entire agreement

This deed constitutes the entire agreement between the parties in relation to the Transfer and supersedes any previous agreement between the parties in respect of the same.

8. Variation and waiver

8.1 No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.2 A waiver of any right or remedy under this deed or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.3 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

8.4 No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9. Costs

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this deed (and any documents referred to in it).

10. Notices

10.1 A notice given to a party under or in connection with this deed shall be in writing and shall be:

- (i) delivered by hand; or
- (ii) sent by pre-paid first class post or other next working day delivery service providing proof of postage or delivery.

10.2 A notice given under or in connection with this deed is not valid if sent by email.

11. Severance

11.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this deed.

11.2 If any provision or part-provision of this deed is deemed deleted under clause 11.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12. Deed survives completion

This deed (other than obligations that have already been fully performed) remains in full force after the Transfer Date.

13. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

14. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

15. Rights and remedies

Except as expressly provided in this deed, the rights and remedies provided under this deed are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Governing law and jurisdiction

16.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

16.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This deed has executed as a Deed and is delivered on the date stated at the beginning of it.

THE COMMON SEAL OF

The Broads Authority

was hereunto affixed but not delivered

until the date hereof

in the presence of:

Signed as a deed by

for and on behalf of Broads Angling Services Group

in the presence of:

.....

.....

Name:

Address:

Occupation:

Signed as a deed by

for and on behalf of Northumbrian Water Ltd

.....

in the presence of:

.....

Name:

Address:

Occupation:

Signed as a deed by

for and on behalf

.....

of Rollesby Parish Council in the presence of:

.....

Name:

Address:

Occupation:

Schedule 1



